was bought is thus made to determine the agency. The important question should be whether the son was using the machine for his own purposes. Though the father may derive some incidental benefit by his son's pleasure, it is an argument more fictitious than real to say that the son becomes his father's agent to supply himself with pleasure. It is a mere evasion of the rule that a parent is not liable for the torts of his child. *Kumba* v. *Gilham*, 103 Wis. 312, 79 N. W. 325; *Chastain* v. *Johns*, 120 Ga. 977, 48 S. E. 343. Where the son has a general permission to drive the family horse, the father has been held not liable. *Maddox* v. *Brown*, 71 Me. 432. And it has become well settled that an automobile is not *per se* a dangerous machine. *Daily* v. *Maxwell*, 152 Mo. App. 415, 133 S. W. 351; *Cunningham* v. *Castle*, 127 N. Y. App. Div. 580, 111 N. Y. Supp. 1057. On facts similar to those of the principal case the opposite result has been reached. *Doran* v. *Thomsen*, 76 N. J. L. 754, 71 Atl. 296; *Maher* v. *Benedict*, 123 N. Y. App. Div. 579, 108 N. Y. Supp. 228. *Contra*, *Daily* v. *Maxwell*, *supra*.

AGENCY — RATIFICATION OF UNAUTHORIZED CONTRACTS — CONTRACT OF INSURANCE RATIFIED AFTER OCCURRENCE OF LOSS. — A contract of insurance was made by an unauthorized agent on behalf of the plaintiff but the premium was not paid. *Held*, that ratification after loss is ineffectual. *Kline Bros. & Co.* v. *Royal Ins. Co.*, 192 Fed. 378 (Circ. Ct., S. D. N. Y.).

A shipowner insured himself as "carrier, or for account of whom it may concern" upon a cargo of goods and after a total loss collected the amount of the policy. The owner of the cargo sued him for the money remaining after his loss as carrier was covered. *Held*, that the suit is a ratification and the plaintiff may recover. *Symmers* v. *Carroll*, 134 N. Y. Supp. 170 (N. Y., App. Div.). See NOTES, p. 729.

AMBASSADORS AND CONSULS — RIGHT OF CONSUL TO BE APPOINTED ADMINISTRATOR OF FOREIGN DECEDENT'S ESTATE. — Under the most favored nation clause in a treaty, an Italian consul applied for letters of administration upon the estate of a deceased Italian. The treaty with the most favored nation provided that the consul might "intervene in the possession, administration, and judicial liquidation of the estate" of a deceased citizen of his nation "for the benefit of creditors and legal heirs." *Held*, that granting letters of administration to the public administrator is not error. *Rocca* v. *Thompson*, 32 Sup. Ct. 207.

The question here involved is important, inasmuch as at least two other treaties have a like provision. TREATY WITH SPAIN OF JULY 3, 1902, Art. XXVIII, 33 U. S. STAT. AT LARGE 2120; CONVENTION WITH GREECE OF DEC. 2, 1902, Art. XI, 33 U. S. STAT. AT LARGE 2129. This decision has settled the law on the point against the weight of authority in the state courts. *In re Wyman*, 191 Mass. 276, 77 N. E. 379; *Carpigiani* v. *Hall*, 55 So. 248 (Ala.); *Matter of Scutella*, 145 N. Y. App. Div. 156, 129 N. Y. Supp. 20. *Contra*, *Matter of Logiorato*, 34 N. Y. Misc. 31, 69 N. Y. Supp. 507. It is the duty of an American consul only to deliver up the effects of the deceased to his legal representative. U. S. REV. STAT., 1878, § 1709. Since every state has the control over the administration of estates within its territories, it would seem that the treaty should expressly state the fact, if this right is to be ceded. *Lanfear* v. *Ritchie*, 9 La. Ann. 96. See 5 MOORE, DIG. INT. LAW, 123. In other treaties it has been expressly stipulated. TREATY WITH PERU OF AUG. 31, 1887, Art. XXXIII, 25 U. S. STAT. AT LARGE, 1461. Moreover, the correspondence between the parties to the treaty with Italy shows that the consul was not meant to have the right of administration, since the Italian ambassador requested a change to that effect and was answered that such a change was impracticable on account of the large amount of territory covered by one